

Agreement to Supply:

CONTRACT NO.:

212-8409

Vehicle Towing Services - North and South Zones

This agreement, made and entered into this the 28th day of February, 2001, by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation of Florida, City Hall, Fort Lauderdale, FL 33301, hereafter called the "City".

and

ORIGINAL  
DO NOT REMOVE  
FROM FILE

Name of **CONTRACTOR**: Mac's Towing Service, Inc.

Address: 418 S.W. 2 Place

City: Dania, State: FL Zip: 33004

A Corporation XX A Partnership            An Individual:             
Other:           

authorized to do business in the State of Florida, hereinafter called the "Company." Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) or Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of: two years and the Contractor submitted a bid which was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: 2/20/01 Pur-8

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties convenent and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning 03/18/01 and ending 03/17/03 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Legal Advertisement, Invitaiton to Bid containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and/or any other attachments forming a part of ITB/RFP No. 212-8409 and the Contractor's bid in response from a part of this contract and by reference are made a part hereof.

b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's ITB/RFP and all addenda thereto
- 3) Contractor's bid in response to the City's ITB/RFP

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c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifcaitons the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies,

**PART V – SUBMITTAL REQUIREMENTS****ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

**SUBMITTAL REQUIREMENTS**

Six (6) complete sets of the proposal for VEHICLE TOWING SERVICES CITYWIDE are required to be submitted on or before 2:00 p.m. December 12, 2000 to The City of Fort Lauderdale Purchasing Department, Room #619, 6<sup>th</sup> Floor, City Hall, 100 North Andrews Ave., Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals must be submitted as specified on the proposal pages. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

**Submittals:** (To be indexed and submitted in the order listed)

**A. Letter of Interest / Cover Letter** - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.

**B. Professional Licenses and Certificates; Insurance** – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance in this section.

**C. Company Profile** – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers; Explain involvement in Community Betterment Programs and policy as to its re-investment in the local community; Any additional information that your firm wishes to supply to augment its proposal.

**D. Joint Venture** – If Submitting as a joint venture, submit a copy of the joint venture Agreement including the financial agreement between the parties and the percentage of participation of the parties.

**E. Disputes, Litigation and Defaults** – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of Five years prior to the submission of this proposal.

**F. Qualifications / Experience** - Describe firm's local experience / nature of service with towing service Contracts of similar size and complexity, in the previous three- (3) years.

**G. Staff** - Give a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered including their respective Driver's License number(s), names and position. Identify the staff members who will provide the services, including staff from other than the local site, if necessary. Include their experience. Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

1. Formal level of education
2. Relative Supplemental education
3. Membership in various relevant national, state and local associations
4. Professional recognition, awards, etc.
5. Experience in providing towing services (number of years).
6. Driver's License number (Copy should be provided with the proposal. However, copy must be provided within 24 hours of request by the City of Fort Lauderdale Purchasing Division)

**H. References** – A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with municipalities of similar size and exposures as the City of Fort Lauderdale.

**I. Technical Approach** - Describe the range of towing and related services performed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them.

Include Availability of personnel; Current work load/staff participation; Organization of the team that will be-handling this contract. Also describe your vehicle maintenance plan and vehicle replacement plan in this section.

**J. Cost / Financial Proposal** - Documentation of your financial capacity to undertake this project. Proposer must submit a copy of its annual financial statements for their last fiscal year of operation. The City of Fort Lauderdale Financial staff will assess the viability of the financial statement submitted. An unsatisfactory rating, based solely on the discretion of The City, will be cause for rejection of the proposal.

**K. Facilities and Equipment** - Give the complete street address of the compound from which the services will be rendered and any additional staging areas that you may have for towing vehicles.

Indicate the number of vehicles that can be stored outside and the number of vehicles that can be stored indoors under protective cover.

Equipment: Provide a complete inventory of equipment to provide services as described herein. Equipment lists will be verified. Provide equipment descriptions including age and last year's maintenance history of inventory & indicate if owned or leased). Provide a list of equipment that you currently own or lease (indicate which) that will be utilized in providing services in this contract.

Provide information on the availability of specialized equipment, and capabilities of proposer's staff with this and other related equipment, which will enhance their performance in providing towing services.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES  
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

- END OF SECTION -

**PART VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Permit Fee as proposed (\$5,000.00 minimum per zone).  
**Maximum points available are 20.**
2. Facilities, Equipment, Condition of equipment and facilities, record keeping procedures, financial capacity, convenience of principal compound location, hours of operation, and variances taken to RFP terms, conditions, and specifications.  
**Maximum points available are 35.**
3. Experience, Staff, Technical approach, References - current and past performance of the proposing firm in providing directly related services of equal magnitude and complexity; competency of staff, owners and officers, and persons who will be directly involved managing the service on a daily basis, Number of full time staff assigned to this contract; Proposers understanding of the Scope of this contract, Implementation Plan / Technical approach; Qualifications,  
**Maximum points available are 45.**

**Total Points Available are 100 points.**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. The committee will evaluate all responsive proposals received from proposers who meet or exceed the eligibility requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted and a possible inspection of the Proposers facilities, equipment, record keeping procedures, and staff. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only.

**The evaluation committee, at its sole discretion, may shortlist firms and decides if site visitations and or oral presentations are required. As such, the initial Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.** If Oral presentations and or site visits are deemed necessary, the selection process will be conducted in two steps. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals.

The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

**PART VII - COST PROPOSAL**BIDDER NAME: Mac's Towing Service Inc.

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB.

1. **PERMIT FEE PROPOSED TO INCLUDE CITY OF FORT LAUDERDALE NORTHERN ZONE** - all areas within City limits north of Sunrise Blvd. The Northern Zone to also include all City areas east of the Intracoastal Waterway.

\$ 20,000.<sup>00</sup>WRITTEN: Twenty thousand dollars.

2. **PERMIT FEE PROPOSED TO INCLUDE CITY OF FORT LAUDERDALE SOUTHERN ZONE** - All areas within City limits south of Sunrise Blvd., including Sunrise Blvd., and west of the Intracoastal Waterway.

\$ 20,000.<sup>00</sup>WRITTEN: Twenty thousand dollars.**OPTION** (To be used at City's discretion)**PERMIT FEE PROPOSED TO INCLUDE BOTH ZONES WITHIN THE CITY OF FT. LAUDERDALE** (North and South Zones as specified)\$ 50,000.<sup>00</sup>WRITTEN: Fifty thousand dollars.

**PROPOSAL SIGNATURE PAGE****TO: The City of Fort Lauderdale**

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify that I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name (printed) C. McElree Title: PresidentCompany: (Legal Registered) Mac's Towing Service, Inc.Address: 418 SW 2ndCity Dania State: FL Zip 33004Telephone No. 923-8218 FAX No. 923-9950Signature: [Signature] Date: Dec 12, 00

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.      Date Issued

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL**

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

PROPOSAL PAGES ARE AS FOLLOWS:

Signature Page

Part V Submittal Requirements (To be indexed and submitted in the order listed)

Part VII Cost Proposal

Attachments to your Proposal



**Charles K. McElyea**  
418 SW 2 Place  
Dania, Florida 33004  
Home Phone 954-929-6975

### **PERSONAL**

Lifelong Broward County resident, born Feb. 9, 1932, Hollywood Fl. Served in the US Army and received the Bronze star, Good Conduct Medal and Presidential Unit Citation. Honorable discharge received in 1954. Started Mac's Towing Service with my wife in 1956 with one truck Hobbies include Commercial pilots liscense, restoring antique cars and airplanes. Partners in Excellance at local Elementary Schools.

### **EDUCATION**

1951-1954 Graduated South Broward High  
1951 US Army  
1951 Lindsley Hopkins Automotive Vocational School  
1999 ASE Master Mechanic Auto & truck  
Various Continuing Education Courses

### **EMPLOYMENT**

1954-1956 *Heavy Equipment Operator for Port Everglades*

1956-2000 *President of Mac's Towing Service, Inc.*  
Responsible for the day to day operations of the towing and recovery service  
Approximately 50 employees.

1973-2000 *President of Mac's Millions of Parts*  
Responsible for auto recycling and auto sales.

1977-2000 *President of Mac's Enterprises Inc.*  
Heavy Equipment rental.

1999-2000 *Vice-Mayor of The city of Dania Beach*

2000-Present *Mayor of The City of Dania Beach*

### **Professional & Civic Activities**

- Dania City Commissioner 1985 - 1988
- Mayor of Dania 1988 -1991, 1993
- Chairman of Sheridan Vocational Advisory Board 1982 -1985
- Outstanding Citizen of the Year 1985
- Small Businessman of the Year 1986
- Dania Lions Club
- American Legion
- Dania Kiwanis Club
- Emerald Society of Ft. Laud. Irishman of the Year 1996
- PWOFF Professional Wrecker Operators of Florida

**Carole F. McElyea**  
418 SW 2 Place  
Dania, Florida 33004  
Home Phone 954-929-6975

### **PERSONAL**

Started Mac's towing Service with my husband in 1956. I have been involved in every facet of the business from office clerical to operating heavy equipment. We started with one truck and have grown to over 30 trucks. Over the years our firm has towed for most of the municipalities, car dealerships and oil companies in Port Everglades.

### **WORK HISTORY**

1977-2000	<i>Mac's Enterprises</i> Overseeing day to day financial operations
1956-2000	<i>Secretary/Treasure of Mac's Towing Service Inc.</i> Overseeing day to day financial operations.
1973-2000	<i>Principal of Mac's millions of Parts</i> Overseeing day to day financial operations.

### **EDUCATION**

1949-1953	Graduated Ft. Lauderdale High
1951-1953	Graduated Diversified Cooperative Training

### **Interests & Activities**

- Dania Woman's Club - Past pres. and current board member 1984 -present
- PWOFF Professional Wrecker Operators of Florida 1973 - present
- Dania Historical Society 1983 - present
- Greater Dania Beach Chamber of Commerce 1976 - present
- Dania Democratic Club 1984 - present
- COP Program (Citizen on Patrol) 1997 - present

**Cari McElyea Kresa**  
14490 SW 24 Street  
Davie, Florida 33325  
Home Phone 954-922-1711

### **PERSONAL**

Born and raised in the South Broward area. Love working outdoor. Hobbies include Playing racquetball (nationally ranked), buying handyman special property and doing the repairs.

### **EDUCATION**

1978-1980 Graduated South Broward High  
1988 Drafting Certificate Sheridan Vocational School  
1988 Certificate Gold Coast School of Real Estate  
1998-Present Building Construction Technology/Civil Engineering Broward Community College  
Various Continuing Education Courses

### **EMPLOYMENT**

1991-2000 *President of Kremac Enterprises*  
Auto repair and Towing Service

1998-2000 *Vice President of Operations Mac's Towing Service, Inc.*  
Responsible for the day to day operations of Auto Recycling, Auto Repair and Towing Service  
Approximately 50 employees.

1988-1990 *Estimator Project Manager, W. Jackson & Sons*  
Responsible for bidding plans, preparing contract documents, running project ordering materials and closing out project.

1979-1988 *Underground Construction Inspector, RH Miller & Assoc.*  
Designer Draftsperson, Construction observation, Review Shop drawings.  
Certification process. Designed several paving and drainage projects.

### **INTERESTS & ACTIVITIES**

- Town of Davie Code Enforcement Board 1988 - 1992
- Town of Davie Water Advisory Board 1995 -1997
- City of Dania Occupational Licensing Board 1999 - Present
- City of Dania Nuisance & Abatement Board 1999 - Present
- Florida Real Estate License 1988 - Present
- Past President of Kiwanis Club of Dania
- Hobbies include Racquetball, Tennis and Softball
- Past President Kiwanis Horses & Handicapped

Debra M. McElyea  
137 SE 2 ct  
Dania Beach, Fl 33004  
Home Phone (954) 920-6869

**Personal**

Married 18 years and the mother of three children ages 8, 13, and 17. Though being very active in my children's extracurricular activities I was able to continue with my education through Sheridan Vocational in business management.

**WORK HISTORY**

*1981-Present*

*General manager, Mac's Towing Service, Inc.*

Involved with Mac's Towing Service since 1981, working in many different capacities. I am presently General Manager in charge of the daily operation of the business, and the liaison for employees, Police Departments and customers.

**EDUCATION**

*1986*

Graduated High School

*1996-1997*

Sheridan Vocational Business Management Certificate

**INTEREST & ACTIVITIES**

Enjoy all water sports and bicycling

Certified Scuba diver

PTA @ Dania Elementary

Boy Scouts Den Mother

Girl Scout Troop Leader

Dania Elementary Room Mother

Optimist Baseball Assistant Coach

Ice Hockey Team Mom



CITY OF  
**FORT LAUDERDALE**

*Venice of America*

June 01, 2000

Mac McElyea  
Mac's Towing  
418 SW 2 Pl.  
Dania Florida

Dear Mr McElyea:

On Friday May 19, 2000 a Traffic Crash occurred on Cypress Creek Road at the CSX Railroad Tracks where a train struck a loaded tractor trailer rig. This crash resulted in massive debris being thrown over a large area. Your company was used to remove the damaged vehicles and clear debris from the scene.

I would like you to know how pleased I am with the professionalism of your employees and the end result accomplished by your crew that responded to this complicated crash scene. Our records indicate the following employees from Mac's were on the scene; Tom McElyea, Debbie McElyea, Wendy Shaver, Don Kresa, Lynne Hilgefords, Eddie Lawler, and Jack Gunter. They are to be commended for a job well done.


Sincerely,

Sergeant Thomas Dickson  
Traffic Homicide Unit  
Fort Lauderdale Police Dept.

**POLICE DEPARTMENT**

1300 WEST BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA 33312  
TELEPHONE (954) 761-5700, FAX (954) 759-6001



<b>POLICY 124</b>	<b><i>TOWED VEHICLES</i></b>	
	REVISED: 5/98	RELATED POLICIES:
	CFA STANDARDS: 23.05, 25.02	

**A. GENERAL INFORMATION****1. Tow Slips**

- a. The Investigator (sworn or civilian employee) shall remain with the vehicle until the wrecker arrives.
- b. The Investigator shall supply his own tow slip, wrecker drivers are not required to carry them.
- c. Since the Auto Theft Squad no longer inspects towed vehicles at the wrecker compound, it is extremely important that the V.I.N. be accurately entered on the tow form.
- d. Complete the entire Tow Slip form and document the following information:
  - 1). Time;
  - 2). Date;
  - 3). Location;
  - 4). Requesting member and CCN;
  - 5). Reason for removal or tow;
  - 6). Towing service;
  - 7). Location of the vehicle; and
  - 8). Notification (or attempts) of registered owner; and
  - 9). Documented inventory of contents.

**2. Vehicle Inventories**

- a. In the course of duty on a day-to-day basis, it is necessary for the protection of the Investigator and the Department to inventory vehicles being towed and/or stored. Vehicles that are towed as a result of an accident, abandonment, seizure, incident to an arrest, or otherwise detained in storage, and not in the possession of the owner, become the responsibility of the impounding Investigator. The Investigator is liable for the vehicle, its parts and contents. The contents of the vehicle include,

but are not limited to, all packages and containers located within the passenger compartment, the trunk, or any other secured area of the vehicle (i.e., glove box, console, under seat, etc.) To insure that liability does not attach for property located within any vehicle or any package/container, the contents of said vehicle or package/container, whether locked, opened or closed, shall be ascertained and inventoried.

- b. Vehicle inventories are to be done jointly by the Investigator and wrecker driver. The tow truck driver is to sign the inventory and the top copy turned in to Records.
- c. All items shall be listed on the inventory under "Unusual Accessories". If more space is needed, use the narrative section of the form. (Note: each individual item need not be inventoried, i.e., toolbox with miscellaneous tools, or suitcase with clothing, etc).
- d. The offense report shall list all items seized from the vehicle as evidence. Any items of questionable ownership shall be placed into Evidence for release upon proof of ownership.
- e. All items of value seized from the vehicle shall be placed into Evidence for safekeeping and returned upon proof of ownership.

### 3. Holds

- a. When a "hold" is placed on a vehicle, the Investigator shall indicate the specific reason for the "hold". If another division requests a "hold", the name of the person making the request shall be included in the report. When a "hold" is placed on behalf of another section (Auto Theft, Hit & Run, Burglary, etc.) the Investigator shall insure that a copy of the offense report is immediately forwarded to the proper squad.
- b. A "hold" on a vehicle may be released by:
  - (1). The arresting or impounding Investigator.
  - (2). The division or section for which the "hold" was placed.
  - (3). Supervisory personnel.
- c. Holds will automatically be released after seven (7) calendar days unless a hold extension is requested by the follow up investigator.

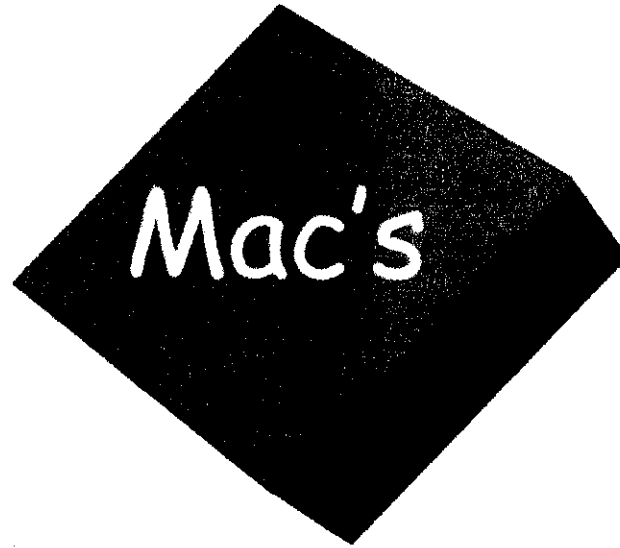
### 4. Tow Book

- a. Whenever an Investigator tows an abandoned vehicle, he must call Communications as soon as is practical and have the vehicle entered in the Tow Book. Investigators must tell the complaint operator to mark the tow "ABANDONED".

- b. When a vehicle is towed as a result of police activity such as an accident investigation or an arrest, AND the OWNER of the vehicle is not present, the Investigator will attempt to notify the owner of the location of the vehicle. Details of such notification will be included in the narrative of the police report. When the owner cannot be notified, the Investigator will call Communications as soon as possible and have the vehicle entered in the Tow Book.



# Mac's Towing Service, Inc.



- City of Ft.  
Lauderdale
- Vehicle Towing  
Franchise
- RFP No.  
212-8409

Request for Proposal for Towing

**RFP # 212-8409**



*Mac's Towing Service, Inc.*  
*418 SW 2 Place Dania, Fl*  
*954-923-8218*

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December 11, 2000

City of Ft. Lauderdale  
100 N. Andrews  
Ft. Lauderdale, FL 33301

Attention: James Hemphill

Mac's Towing Service has been towing for The City of Ft. Lauderdale Police Department since 1990. We are currently towing both the North and South zones since 1995. There are 2 compounds, one for each zone. The advantage we have is that both compounds are conveniently located for each zone. The compounds are owned and not rented or leased. (Never have to worry about lose of lease and having to move).

During the course of several contracts with Ft. Lauderdale we have never had a problem with response time and minimal customer complaints.

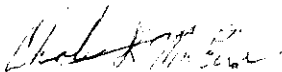
We have been providing service continuously since 1990. During this time we have established an excellent working relationship with various departments within The City of Ft. Lauderdale.

Our experience over the years include aircraft, helicopter and boat recovery from the ocean, various interior waterways, land and Everglades. We have coordinated and supplied equipment for the site recovery of major accidents involving tractor trailers and fuel tankers that have shut down the Interstate and other major roadways in an expeditious and efficient manor. This is in addition to providing service for up to 80 dispatched calls per day for disabled vehicles or non-consent tows.

We also provide enclosed secured facilities for homicide and drug investigations.

The persons authorized to represent Mac's Towing are as follows President Charles K. "Mac" McElyea, VP of Operations Cari McElyea Kresa and General Manager Debbie McElyea

Mac's Towing Service Federal ID # is 59-1827541



Charles K. McElyea



# **MAC'S TOWING**

**IN COOPERATION WITH  
EMPLOYEE MANAGEMENT  
INTERNATIONAL**

**IS A**

**DRUG FREE**

**WORKPLACE**

**RISK & SAFETY SOLUTIONS, INC.**  
4976 Greencroft Road • Sarasota, Florida 34235 • (941) 377-2605



PRODUCER

Serial # 517785

AON RISK SERVICES, INC. OF NEW YORK  
TWO WORLD TRADE CENTER  
NEW YORK, NY 10048

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A ZURICH AMERICAN INSURANCE COMPANY

COMPANY  
B

COMPANY  
C

COMPANY  
D

INSURED

EPIX I INC.  
MAC'S TOWING  
1480 ROUTE 9 NORTH,  
ASPEN CORP. PARK 1  
WOODBIDGE, NJ 07095

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC 28-71-551-01	09/01/1999	09/01/2000	X WC STATU- TORY LIMITS OTH- ER
	THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

COVERAGE IS PROVIDED FOR LEASED EMPLOYEES BUT NOT SUBCONTRACTORS OF:MAC'S TOWING

## CERTIFICATE HOLDER

CITY OF FT. LAUD  
P.O. DRAWER 14250  
FT. LAUD, FL 33302

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James R. Manual



# CITY OF FORT LAUDERDALE LICENSE 2000-2001



PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE  
PAID 1 OZ.  
PERMIT NO. 401

NAME OF BUSINESS  
LOCATION

MAC'S TOWING SERVICE  
5425 NW 9 AV.

PRESORTED

FIRST CLASS MAIL

IS HEREBY LICENSED TO ENGAGE IN BUSINESS, OCCUPATION OR PROFESSION

26700

TOWING SERVICES ONLY  
NO VEHICLE STORAGE

LICENSE NUMBER

657387

TOTAL FEE PAID

\$ 100.00

MAC'S TOWING SERVICE  
CHARLES MC ELYEA PRES  
418 SW 2 PLACE  
DANIA FL 33004

THIS LICENSE ISSUED FOR THE PERIOD COMMENCING OCTOBER 1ST AND  
ENDING SEPTEMBER 30TH OF THE YEARS SHOWN ABOVE

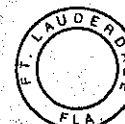
NOTICE — LICENSES MUST BE TRANSFERRED WHEN BUSINESS  
IS SOLD OR MOVED. (PLEASE SEE BACK OF THIS FORM.)

POST THIS LICENSE IN A CONSPICUOUS PLACE

23M 6/00



# CITY OF FORT LAUDERDALE LICENSE 2000-2001



PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE  
PAID 1 OZ.  
PERMIT NO. 401

NAME OF BUSINESS  
LOCATION

MAC'S TOWING SERVICE  
5425 NW 9 AV.

PRESORTED

FIRST CLASS MAIL

IS HEREBY LICENSED TO ENGAGE IN BUSINESS, OCCUPATION OR PROFESSION

22002

STORAGE WAREHOUSE OR STORAGE  
OVER 5,000 SQ FEET

LICENSE NUMBER

657379

TOTAL FEE PAID

\$ 150.00

MAC'S TOWING SERVICE  
CHARLES MC ELYEA PRES  
418 SW 2 PLACE  
DANIA FL 33004

THIS LICENSE ISSUED FOR THE PERIOD COMMENCING OCTOBER 1ST AND  
ENDING SEPTEMBER 30TH OF THE YEARS SHOWN ABOVE

NOTICE — LICENSES MUST BE TRANSFERRED WHEN BUSINESS  
IS SOLD OR MOVED. (PLEASE SEE BACK OF THIS FORM.)

POST THIS LICENSE IN A CONSPICUOUS PLACE

23M 6/00

JJK NEW

Board of County Commissioners, Broward County Florida  
BROWARD COUNTY OCCUPATIONAL LICENSE TAX

46351

FOR PERIOD OCTOBER 1, 2000 THRU SEPTEMBER 30, 2001

RENEW ON OR BEFORE  
SEPTEMBER 30, 2001

FORM NO.

401-280/AC 25-061

RETURN ALL COPIES

RENEWAL

TRANSFER

SEC

NEW

DATE BUSINESS OPENED

03/06/95

STATE OR COUNTY CERT/REG

Business Location Address:

5425 NW 9 AVE

FT. LAUDERDALE

BUSINESS PHONE

305-923-8221

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE.

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)

(business not on)



TAX 33.00  
BACKTAX 33.00  
PENALTY 33.00  
T.C. FEE 33.00  
TRANSFER 33.00  
TOTAL 33.00

PENALTIES IF PAID  
OCT. - 10% NOV. - 15%  
DEC. - 20% \*After DEC. 31 25%  
\* Plus Tax Collection Fee of up to \$25.00  
Based on Cost of License if Paid  
On or After November 30, 2000

ACCOUNT NUMBER  
322-0003-25

MAC'S TOWING SERVICE INC  
CHARLES K. MC ELYEA  
418 SW 2 PLACE  
DANIA FL 33004  
TYPE OF LICENSE TAX PAID  
TOWING AND STORAGE  
5 UNITS

BROWARD COUNTY REVENUE COLLECTOR

115 S. Andrews Avenue, Governmental Center Annex

FORT LAUDERDALE, FL 33301

2000 - 2001



TRANSFER INFORMATION PAYMENT RECEIVED AS VALIDATED ABOVE

7

BROWARD COUNTY, FLORIDA

50569 0002 of 0003

6/29/00

New Fed. I.D. on 6/29/00

Professional licenses are not subject to this tax

1100/0000 0000/3300 0000/0322 003203 1051 7



Board of County Commissioners, Broward County, Florida

# Towing License

The holder of this license is hereby authorized to engage in recovering, towing, removing and storing of vehicles as a business enterprise in Broward County.

This license is issued pursuant to Section 20-176.18 of the Broward County Code. Said license is not transferable and may be suspended or revoked as provided by law.

**Issued To**

MAC'S TOWING  
418 SW 2nd PLACE  
DANIA, FL 33004

The following additional conditions, restrictions and limitations apply to this license

Effective Date Jan. 1, 2000

Expiration Date Dec. 31, 2000

License Number TW 20

*Mark J. Fendler*  
CAD Director



## **Financial Capacity**

Mac's Towing Service is a Sub-chapter "S" Corporation. All property locations and equipment are owned not leased. Financial statements are available upon request.

## COMPANY PROFILE

Mac's Towing Service, Inc.  
418 SW 2 Place  
Dania Beach, FL 33004  
954-923-8218

Mac's Towing Service is a local Business that has operated in Broward County since 1956 starting with one truck and continued to expand with the growth of the County resulting in a fleet of over 30 vehicles.

### **Key Personnel**

<i>President</i>	Charles K. McElyea
<i>Sec/Treas</i>	Carole F. McElyea
<i>VP of Operations</i>	Cari Kresa
<i>General Manager</i>	Debbie McElyea

All key personnel can be reached by calling central dispatch 954-923-8218.

Mac's Towing service is currently and has been continuously providing service to City of Ft. Lauderdale since 1990. Mac's has always cooperated with the Police Dept. and are fully aware of their needs.

Mac's Towing has also on one day's notice provided interim service to replace vendors in several municipalities that had forfeited their contract with other towing services, due to illegal activities or becoming financially insolvent. The cities included are The City of Hollywood, Town of Davie, City of Ft. Lauderdale, City of Lauderhill, city of Lauderdale Lakes, City of Tamarac and Pembroke Pines.

Mac's has continually provided service for the last 20 years to the Town of Pembroke Park, The City of Dania Beach 38 years, The City of Ft. Lauderdale for 12 years and Florida Highway Patrol for 41 years Broward Sheriff Office 42 years.

Response time for the above mentioned contracts has always been within the contract's allotted time.

### **COMPANY PROFILE CONTINUED**

Mac's Towing runs a 3 shift (24 hr) operation. Drivers / Dispatchers are on the clock 24 hours a day 7 days a week. The telecommunications is never turned over to an answering service. The office is powered with generators in the event of a power failure for continuous emergency service. We are also able to sent up a command post for special events, hurricane and riots anywhere in the county on short notice.

**Involvement in Community Betterment Programs:**

Mac's Towing and it's key personnel have always been involved in community service. We were instrumental in the site development for several houses with Habitat for Humanity.(preparing the house pads with heavy equipment).

Donated the heavy equipment and personal for cleanup after major storms and hurricanes (clearing the roadways of debris and trees).

Delivered food baskets for the BSO Community council Thanksgiving and Christmas food drive, to citizens in need.

Charles & Carole are both actively involved in the COP's program "Citizens on Patrol". Broward County Crime Commission board of Director.

Hosted several fund raisers for example; golf, volleyball and tug-a-war tournaments to benefit Handicapped Children, Cancer victims and Scholarship programs.

Mac personally gives a scholarship through the Ft. Laud. Emerald Society Annually.

**References:**

Michael Smith -City manager of City of Dania Beach	954-924-3610 Fax # 954-921-2604
Jim Naugle - Mayor of City of Ft Lauderdale	954-761-5004 Fax # 954-761-5667
Rick Frey - Major for Broward Sheriff Office	954-321-4599 Fax # 954-321-4582
Bill Ferral - Lt. of Florida Highway Patrol	954-845-6010 Fax # 954-845-

<b><u>Service Contracts</u></b>	<b><u>Contact Name</u></b>	<b><u>Start Date</u></b>	<b><u>Expiration</u></b>
Road America Motor Club		Jan. 1998	Continuous
Shell Motor Club		Jan. 1998	Continuous
City of Dania Beach	Michael Smith	Jan. 1962	Continuous
City of Ft. Lauderdale	Kirk Buffington	Oct 1988	Oct. 2000
Town of Pembroke Park	Dr. Robert Levy	Feb. 1980	Oct. 2006
Florida Highway Patrol	Lt. Bill Ferral	Jan. 1958	Continuous
Airport BSO			Oct 2001
Broward County•Aviation		Oct 1990	Oct 2002
Port Everglades BSO		Oct 1999	Oct 2001
Confiscation's BSO			Continuous
Broward Sheriff Office	Major Rick Frey	Oct 2000	Oct 2003
City of Weston			Continuous

### **Technical Approach**

Mac's Towing has three separate locations to serve each section of the County, with one central dispatch. The locations are 418 SW 2 Place Dania, 4201 SW 60 Ave. Davie, and 5425 NW 9 Ft. Lauderdale.

Each contracted area is mapped out into zones. A driver is then assigned a zone for their shift, to allow for quicker response time. If a driver is diverted from his or her zone, another is dispatched to cover the area.

Vehicle Maintenance program at Mac's Towing consist of drivers doing a daily inspection and turn in a check list before each shift. The Fleet Manager does a weekly vehicle inspection of all equipment followed by monthly general maintenance at an ASE certified independent garage.

Because all vehicle's are owned and not leased the maintenance is more detailed due to longer term of ownership. The Class "C" vehicles have low mileage, the need to replace them is not a frequent. The Class "A" vehicles are replaced on a rotating schedule. The Class "B" is replaced approximately every three years. If maintenance exceeds the vehicle depreciation schedule the vehicle is replaced.

**Qualifications:**

Mac's Towing Service Inc. is currently and has been continuously since 1956 towing in Broward County. Mac's has been towing both the North and South Zones for the City of Ft. Lauderdale since 1995. Mac's is fully aware and responsive of Ft. Lauderdale's needs. All of our dispatchers and drivers are familiar with the areas covered by Ft. Lauderdale due to the fact that we have towed out all 4 zones in the County.

Mac's has been towing in the Tri-County area since 1956 for FHP, BSO and various municipalities.

Mac's Towing is **A Drug Free Work Place**. All drivers possess a Commercial Drivers License (CDL). We also have 6 Certified Underwater Divers. All of our Class A Trucks are either flatbeds or wheel-lifts to prevent undercarriage damage.

**Staff members who will provide service for this contract are as follows:**

Charles K. McElyea	President	M240-151-32-049-0
Carole F. McElyea	Sec/Treasure	M240-106-35-718-0
Cari J. Kresa	VP of Operations	K620-113-56-505-0
Debbie McElyea	General Manager	M240-173-65-516-0
Thomas McElyea	Fleet Manager	M240-823-60-402-0
Kurt D. Ely	Administrator	E400-504-34-255-0
Roxane Knight	Secretary	
Richard Rudolph	Dispatcher	
Judy Sherwood	Dispatcher	
Kim Gregory	Dispatcher	
Cindy Spalding	Dispatcher	
Steve Horton	Driver	H635-781-64-458-0
Donald Kresa	Driver	K620-180-54-129-0
Lynn Hilgeford	Driver	H421-533-58-924-2
Pedro Torres	Driver	T620-660-52-468-0
Dennis Dixon	Driver	D250-164-44-065-0
Jack Gunter	Driver	G536-427-59-447-0
John Miller	Driver	M460-462-58-296-0
Robert Sisson	Driver	S250-772-68-095-0
Richard Kealy	Driver	K400-750-68-297-0
Marc Conn	Driver	C500-513-63-123-0
Kevin Hishion	Driver	H250-513-77-082-0

**Qualifications Continued:**

Wilford Mercier	Driver	M626-892-43-162-0
Dan Milby	Driver	M410-177-76-029-0
Dennis Pruitt	Driver	P630-161-55-345-0
Wendy Shaver	Driver	S160-893-64-514-0

We wish to service both the North & South Zones, as we have done effectively for the last five years.

Compound locations for the contract are as follows;

418 SW 2 Place Dania

5425 NW 9 Ave. Ft. Lauderdale

Both Locations are equipped with vehicle lifts for use in crime scene investigations. Each location has adequate indoor storage. Our South location has a separate crime scene investigation building that can be sealed if necessary.

Charles and Carole McElyea have owned a Auto recycling Business since 1973



### Equipment List

*All equipment is owned not leased*

<u>Year &amp; Make</u>	<u>Wrecker Unit</u>	<u>Class</u>	<u>Condition</u>
2001 Kenworth	Challenger under-reach	C/D	Excellent
1980 Kenworth	Holmes 750 wheel-lift	C	Excellent
1990 Peterbuilt	Challenger under-reach	C	Excellent
1981 AutoCar	Atlas	C	Good
1994 Ford	Wheel lift	A	Excellent
1997 International	Wheel lift	B	Excellent
1997 Ford	Wheel lift	A	Excellent
1999 Dodge	Wheel lift	A	Excellent
2000 Dodge	Wheel lift	A	Excellent
1997 Ford	Wheel lift	A	Excellent
1990 Ford	Wheel lift	A	Excellent
1987 Ford	Wheel lift	A	Excellent
1994 Ford	Wheel lift	A	Excellent
1994 Ford	Wheel lift	A	Excellent
1980 International	Road tractor	C	Good
2000 Dodge	Wheel lift	A	Excellent
1994 Ford	Wheel lift	A	Good
1997 Ford	Wheel lift	A	Excellent
1992 Ford	Road Tractor	C	Excellent

1999	International	Wheellift	B	Excellent
1995	International	Flatbed	A	Good
1993	International	Flatbed	A	Good
1997	International	Flatbed	A	Excellent
1997	International	Flatbed	A	Excellent
1996	International	Flatbed	A	Excellent
1994	Freightliner	Flatbed	A	Good
1996	International	Flatbed	A	Good
1996	International	Flatbed	A	Excellent
1993	Hallmark	Trailer		Excellent
1992	Landall	Trailer	D	Good
1993	Greatdane	Box Trailer		Good
2000	Fruehauf	48' Trailer		Excellent
	Caterpillar	IT Loader		Good
	Caterpillar	950 Loader		Good
	Caterpillar	966 Loader		Good
	Caterpillar	Forklift		Good
	Toyota	Forklift		Good
	Toyota	Forklift		Good
	New Holland	Loader		Excellent
	21' Proline	Boat		Excellent

**Qualifications Continued:**

Storage facilities: Mac's has the ability to store approximately 80 vehicles indoors (including tractor trailer combination). Outside facilities store over 1000 vehicles. The outside storage is monitored by surveillance cameras.

## **SUPPORTING DOCUMENTATION**

Documents included are personal resumes of key personal

such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments

Vendor's proposal and copy of RFP specifications

b. Payment Terms: Per RFP

c. Delivery: Per RFP

d. Insurance: Yes: XX No:         

e. Performance Bond/Letter of Credit: Yes:          No: XX


f. Procurement Specialist initials: JTH JTB

4. Contractor's Phone Number: (954) 923-8218

5. Contractor's FAX Number: (954) 922-1950

6. Contractor's e-mail: CariJ@Bellsouth.net web site address:         

City of Fort Lauderdale


By:   
Assistant City Attorney (approved as to form)  
Auth: Sec. 2-180(8) of Code and City Manager Memo No. 98-1832

Date:           
By:   
Purchasing Manager (City Manager's Designee)

Date:         

Contractor/Vendor:

Charles E. McFlynn  
Name of Company Officer (please print)

By:   
Authorized Officer's Signature

Title: Owner

Date: 02/28/01

**REQUEST FOR PROPOSALS**  
**RFP NO. 212-8409**  
**VEHICLE TOWING SERVICES CITYWIDE**

**ISSUED FOR THE POLICE DEPARTMENT.**  
**Issued by the Administrative Services Department**  
**Purchasing Division**  
**City of Fort Lauderdale, Florida**  
**Procurement Specialist James Hemphill**  
**E-mail address: [jameshe@ci.ftlaud.fl.us](mailto:jameshe@ci.ftlaud.fl.us)**

**City of Fort Lauderdale**  
**Request For Proposal # 212-8409**  
**VEHICLE TOWING SERVICES CITYWIDE**

**PROPOSAL DUE DATE: TUESDAY, DECEMBER 12, 2000 – 2:00 PM**

City of Fort Lauderdale  
**GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days at the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidders' registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in the ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Form G-107 Rev. 11/98 Page 1 of 5

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
**INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.  
**REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.  
**BID** – a price and terms quote received in response to an ITB.  
**PROPOSAL** – a proposal received in response to an RFP.  
**BIDDER** – Person or firm submitting a Bid.  
**PROPOSER** – Person or firm submitting a Proposal.  
**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
**RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB and the integrity and reliability that will assure good faith performance.  
**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.



- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in test or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly to arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria in its sole opinion, which will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidders shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are biodegradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily during a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern the development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. The City will recognize only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract during the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and the circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fulfill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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**PART I – INTRODUCTION / INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide VEHICLE TOWING SERVICES CITYWIDE for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**02. INFORMATION OR CLARIFICATION**

2.1 For information concerning procedures for responding to this RFP, contact the Procurement Specialist, James Hemphill at (954) 761-5143. For information concerning the technical specifications or scope of services, contact Nancy Dzoba at (954) 761-5698. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is required that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576 ATTN: James Hemphill, or VIA e-mail to: [jameshe@ci.ftlaud.fl.us](mailto:jameshe@ci.ftlaud.fl.us). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

**2.2 LAST DATE FOR RECEIPT OF MATERIAL QUESTIONS:**

The last date for receipt of all questions of a material nature is 11/22/00, 4:00PM. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

2.3 SITE VISIT - It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

**03. ELIGIBILITY**

03.1 To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they have successfully completed services similar to those specified in the Scope of Services section of this RFP. The Contractor must be regularly engaged in the towing business in Broward County Florida, have prior successful experience in providing similar services during the past three (3) years, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract within one (1) month of proposal due date. Contractor shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

**03. ELIGIBILITY (Cont.)**

03.2 Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.

03.3 Contractors meeting or exceeding the above eligibility requirements will be evaluated in accordance with evaluation criteria contained in this RFP.

**04. INTERPRETATION OF BIDDING DOCUMENTS:**

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

**05. VARIANCES**

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

See Section 1.06 of GC.

**06. RESERVATION FOR REJECTIONS AND AWARD**

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

**07. CONFLICT OF INTEREST**

All possible Company / City Employee conflict of interest must be disclosed.

**08. GOVERNING PROCEDURES**

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

**09. CERTIFICATION BY BROWARD COUNTY, FLORIDA**

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**10. ANTI-COLLUSION STATEMENT**

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

**11. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

**PART II - RFP SCHEDULE**

Release RFP	11/8/00
Pre-Bid Meeting - Time: 10:00 AM Location: Fort Lauderdale Police Department 1300 West Broward Blvd. 2 <sup>nd</sup> floor Training Room Fort Lauderdale, Fl.	11/22/00
Last Date for Receipt of Questions of a Material Nature	11/22/00
Addendum Release (If required)	11/28/00
PROPOSAL DUE (Prior to 2:00 PM)	12/12/00
Evaluation Committee Review/ Visitations to proposers facilities, Review of references and Short Listing of Proposals (Estimated)	12/15 – 12/20/00
Oral Interviews with Finalists and Selection of First Ranked Proposer (Estimated)	12/27/00
City Commission Award of Contract (Estimated)	1/17/01

**PART III – SPECIAL CONDITIONS**

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**PART III - SPECIAL CONDITIONS****01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this RFP as Exhibit "A".

**02. CITY APPROVAL**

Where this RFP refers to City approval or prior written City approval, such approval or disapproval shall be at the sole option of the City. The City of Fort Lauderdale will be the sole judge in determining if the product/services proposed and delivery time meets our requirements. The City reserves the right to award to that bidder which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the bidding procedure.

**03. PROPOSERS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

**04. RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

**05. FAMILIARITY WITH LAWS**

All proposers are required to comply with all Federal, State and Local Laws, Codes, rules and regulations that govern and control the actions and operations of this proposal.

**06. CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

**07. CONTRACT TERM AND EXTENSION TERM(S)**

The initial contract term shall commence upon final execution of the contract by the City and shall be for a two- (2) year period. The City reserves the right to extend the contract for two additional two (2) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

**08. CANCELLATION**

The City of Fort Lauderdale reserves the right to terminate the contract at any time with thirty (30) days notice, when such termination shall be for cause. See *GENERAL CONDITIONS* #5.09.

**09. SUSPENSION**

Should at any time during the term of this contract, including any option terms, the Contractor be in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause. See Section 5.09 of General Conditions.

Should at any time during the term of this contract, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the City shall have the right to suspend the Contractor until the outcome of any pending investigation including trial should one result. Upon termination of the criminal investigation that does not result in criminal charges, the City at its sole discretion may cancel the contract or reinstate the contract. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the City in its sole discretion may cancel the contract or reinstate the contract. See Section 5.10 of General Conditions.

**10. MODIFICATION OF SERVICES (Deletions / Additions )**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

**11. ASSIGNMENTS / STOCK TRANSFER**

This contract shall not be assigned, sold, or transferred unless prior City written permission is obtained by the Contractor. If the Contractor is a corporation other than a publicly held corporation subject to regulations by the U. S. Securities and Exchange Commission or by the State of Florida Department of Banking and Finance, such corporation shall include a list of its shareholders with its proposal. The City will reserve the option to terminate the contract upon any change in ownership of the corporation's stock, whether from the transfer of authorized and issued shares, the issuance of authorized but un-issued shares, or the issuance of any additional shares, authorized by increases in capital stock limitations.

**12. NON EXCLUSIVE SERVICES**

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting that his vehicle be towed to a garage location, or compound of his choice and not that of the Contractor, unless the disabled vehicle is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

**13. WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**14. SUBCONTRACTORS**

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide the day-to-day towing services required.

**15. DEFAULT PROVISIONS**

In the event of default by the Proposer, the City reserves the right to procure the item(s) / services proposed from other sources and hold the proposer responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

**16. STATE SALES TAXES**

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable state sales taxes in accordance with the latest regulations and revisions to State Statutes.

**17. FEES / PERMITS**

The Vendor shall obtain and pay for all permits, licenses and approvals necessary for the execution of the contract. The vendor shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work.

**18. BONDS / IRREVOCABLE LETTER OF CREDIT**

The Contractor will execute and deliver to the City, within thirty (30) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the amount of \$10,000 per zone. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City.

Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor.

**19. INSURANCE**

The Contractor shall not commence operations pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

Contractor shall carry the following minimum types of insurance:

1. Workers' Compensation. Contractor shall carry Worker's Compensation insurance with the statutory limits; Employers' Liability insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
2. Comprehensive General Liability Insurance. Contractor shall carry Comprehensive General Liability Insurance with limits of not less than One Million (\$1,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance

**19. INSURANCE (Cont)**

Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

3. Garage Liability. Contractor shall carry Garage Liability Insurance with limits of not less than One Million (\$1,000,000) dollars per occurrence and not less than Three Million (\$3,000,000) dollars aggregate.
4. Garage Keepers Legal Liability. Contractor shall carry Garage Keepers Legal Liability Insurance with limits of not less than Two Hundred Fifty Thousand (\$250,000) dollars per occurrence.
5. On Hook & Cargo Legal Liability. Contractor shall carry On Hook & Cargo Legal Liability Insurance with limits of not less than One Hundred Thousand (\$100,000) dollars per occurrence.
6. Business Automobile Liability Insurance. Contractor shall carry Business Automobile Liability insurance with minimum limits of One Million (\$1,000,000) Dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of B+VIII or better. All insurance policies shall name The City of Fort Lauderdale as additional insured.

All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

The certification or proof of insurance must contain a provision for notification to the City Twenty (20) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Any questions as to the intent or meaning of any part of the above-required coverage should be directed to Mr. Scott Denham, Risk Manager, at (954) 761-5178.

**20. REQUIRED LICENSING**

The Contractor shall at all times be a holder of a general towing and wrecker service license issued by Broward County, and have current decals issued by Broward County for all towing vehicles.

The Contractor must also have all necessary State, County, City, and local licenses and permits as may be required to operate this type of business.

**21. TORT IMMUNITY:**

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

**22. INDEMNIFICATION**

Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of the City of Fort Lauderdale, defend or pay for an attorney selected by the City, to defend the City of Fort Lauderdale, and the officers, agents and employees of the City from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform City in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. The City shall inform Contractor of any known restrictions, defenses or limitations which may arise or exist by reason of City of Fort Lauderdale being a governmental entity.

The City shall not be liable for and Contractor agrees to indemnify City against any liability resulting from injury or illness, of any kind whatsoever, to Contractor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnifications provisions shall survive the expiration or termination of this Agreement.

**23. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**23. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure") –Cont.**

- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of one (1) month, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**24. PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

- 25. LOBBIST ACTIVITIES:** Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

**PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF THE WORK****OVERVIEW:**

The City of Ft. Lauderdale is actively seeking proposals from qualified Proposers, hereinafter referred to as *the Contractor(s)*, to provide vehicle towing and storage services for the City of Ft. Lauderdale in accordance with section 26-8 of the code of Ordinances of the City of Ft. Lauderdale, Florida; The Ft. Lauderdale Police Department General Order 124; and the terms, conditions and specifications contained in this Request For Proposal (RFP). The City is seeking two qualified contractors to provide prompt, reliable and efficient service at a uniform and reasonable cost for the Northern and Southern zones of the City (One per zone). The City reserves the right to hire one vendor for both zones if it is in the best interest of the City.

**FORT LAUDERDALE POLICE DEPARTMENT (FLPD) GENERAL ORDER 124**

Towing services under this contract shall be conducted in accordance with FLPD General Order 124, which is included in and made a part of this RFP as Exhibit "A". The General Order may be reasonably amended from time to time by the FLPD, and Contractor agrees to abide by such amendments.

**SCOPE OF WORK:****01. TOWING ZONES**

It is the City's intent to award this contract to two contractors, one for the north zone of the city and one for the southern zone. The city however, reserves the right to award this contract in whole or in part, whichever is in the best interest of the City.

The Towing zones established in these Special Conditions are intended to provide relatively equal volume between the Northern and Southern zones in accordance with current or recent reported towing activity within City limits. In the event the contract is divided into one provider per zone and after the first contract year the balance of towing activity shifts significantly over a period of time sufficient to determine a trend, Contractor may apply to the City for a revision of the established zones. The City Manager or his designee shall review such a request, including discussions with both Contractors, and rule on the request. Such a ruling shall be limited to a revision of towing zones only and shall be at the sole decision of the City, in it's best interest.

The City shall consider such a request as falling under the guidelines, terms, and conditions of General Conditions Section 5.16 UNUSUAL CIRCUMSTANCES as contained in Exhibit "A" of this RFP, and reserves the right to exercise all options contained in that section.

**Zone Designations are as follows:**

**Southern Zone** to include all areas within City limits south of Sunrise Blvd., including Sunrise Blvd., and west of the Intracoastal Waterway.

**Northern Zone** to include all areas within City limits north of Sunrise Blvd. The Northern Zone to also include all City areas east of the Intracoastal Waterway.

**02. ESTIMATED QUANTITIES**

Based upon reports provided by a prior contractor, current contract volumes are as follows: *North Area = Aprox. 3700; South Area = Aprox. 4400 for a total approximation of 8,100 police authorized tows, with an additional approx. 1300 City Vehicle tows per year*

These are estimates provided for informational purposes only no warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

In the event there are different Contractors for each zone, each Contractor shall be available to the City as a back up for the other, under the following terms and conditions:

**02. ESTIMATED QUANTITIES (Cont.)**

- A. In the event a Contractor cannot respond promptly to a call for service, and is temporarily unable to perform as required by this contract, the City may assign that call or calls to the other Contractor until the situation is resolved.
- B. In the event a Contractor is suspended, the City may assign the calls to the other Contractor, or seek a new Contractor, until the suspension is lifted, at its sole option.
- C. In the event a Contractor is terminated, the City may assign the calls to the other Contractor, or seek a new Contractor, until the contract is re bid, or until the end of the contract term then in effect, at its sole option.

**FUNCTIONAL REQUIREMENTS:****03. PERMIT FEES**

Contractor shall indicate their proposed permit fee in Section VII – Cost Proposal Section of this RFP. The minimum towing permit fee the City will accept is \$5,000.00 per year for each zone.

Annual Permit Fees shall be payable by four equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If permit fees are delinquent, a late charge of \$50.00 shall be applied. If permit fees are more than twenty (20) days late, Contractor is subject to suspension or cancellation at the City's sole option.

**04. CHARGES FOR TIME AT THE SCENE AND COMPLICATIONS**

Cost of time at the scene, labor, or equipment needed within thirty (30) minutes of arrival at the scene shall be included in the basic tow rate, unless the officer on the scene authorizes complications charges. If, and only if, such time at the scene consumes more than thirty (30) minutes, will the extra waiting time charge per fifteen (15) minutes or any fraction thereof, be assessed by the Contractor commencing thirty (30) minutes after arrival at the scene. Any assessment of extra time on the scene must be fully verified by the Contractor's records including, but not limited to time stamps, etc. Assessment of complications charges will be per fifteen (15) minutes or any fraction thereof from the time the additional Contractor staff or equipment arrives at the scene and until the vehicle is towed from the scene, or the additional Contractor staff or equipment leaves the scene, whichever occurs first. The complications charge per fifteen minutes shall be all inclusive and include all necessary staff or equipment required to complete the Class "A" or Class "C" recovery, whichever is applicable.

The Contractor agrees that any extra waiting time or complications charge shall be authorized by the officer on the scene, and so indicated in writing on the vehicle storage receipt.

**05. APPROVED TOWING RATES**

The following rates have been established and will remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require City Commission approval. Contractor shall accept major credit cards (Visa, Master Card, etc.) as well as cash and have a sign posted by the cashier stating such payment policy.

**The following rates are the only rates that will be charged owners of vehicles under this contract.**



## 05. APPROVED TOWING RATES (Cont.)

ITEM DESCRIPTION	APPROVED RATE
<b>Vehicle Tow by Class "A" Towing/Recovery Vehicle:</b> To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination within City limits with the exception of complications, (see below). To include first ½ hour at scene.	\$65.00 per call
Extra Time At Scene: For time after initial ½ hour. Must be fully documented by Contractors records.	\$20.00 For each Additional 15 minutes.
Complications: To be applied when the vehicle is overturned, stuck in sand, mud, or in the water, requiring more than a single hook—up and additional Contractor staff or equipment. To have prior authorization from Police Officer at the scene.	\$20.00 for each 15 minutes additional staff or equipment is at the scene.
Inside Storage: After the first 6 hours.	\$15.00 per day or part
Outside Storage: After the first 6 hours	\$12.00 Per day or part
Towing outside of City limits, but within Broward County. To a location other than Contractor's compound(s) and only at the Request of the vehicle owner.	\$4. 00 Per mile from City limits
<b>Vehicle Tow by Class "B" Towing/Recovery Vehicle:</b> To include all services and equipment necessary to recover and( See class A description)) tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination within City limits with the exception of complications, (see below). To include first ½ hour at scene.	\$85.00 Per Call
Outside storage	\$25.00 per day or part.
Towing outside City limits /per mile / other than to contracted lot	\$8.00 per mile from city limits
Extra time at scene after ½ hour ( See class A description))	\$25.00 per each additional 15 minute
Complications / requires additional staff or equipment. (See class A description)	\$40.00 per each additional 15 minutes additional staff / equipment is at the scene

<b>Miscellaneous Charges (All Classes)</b>	
Divers Fee: Per hour for first hour or part at scene.	\$140.00/hour
Per hour or part additional hours at scene	\$70.00/hour
Road Service: Per call for items such as assisted start, unlock door, deliver gas, change tire, etc. Not to be combined with vehicle tows. Plus actual cost of gas or other supplies provided.	\$30.00 Per call
Administration For cost of owner/lienholder search and notification. To be applied only if the vehicle has been stored for over 72 hours.	\$30.00
Street Clean Up Without a Tow When authorized without a tow. To include first ½ hour at scene.	\$40.00/call
Extra Time At Scene for Street Clean Up When authorized without a tow. For time after initial ½ hour.	\$20.00 for each additional 15 minutes.

#### 06. PERMIT FEE AND TOWING RATE NEGOTIATIONS

In the event the Contractor wishes to adjust permit fee or towing rates for an extension term, he shall notify the City in writing one hundred and twenty (120) days prior to the contract anniversary date, and include in his notice the requested adjustments including full documentation for the requested changes. If no notice is received by that date, it will be assumed by the City that no adjustment is requested by the Contractor, and that the permit fee and towing rates will remain the same for the extension term. If the City wishes an adjustment it shall notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on fee and rates for the extension term. In the event the fee or rates can not be resolved to the City's satisfaction, the City Manager or designee reserves the right to terminate the contract at the end of the initial contract term.

#### 07. CITY VEHICLES

Contractor shall recover and tow City owned, confiscated, or leased vehicles from his towing zone to his principal compound or to any location within City limits at no charge to the City. These vehicles shall include, but not be limited to; cars, trucks, bulldozers, mowers, and other vehicles in the City fleet inventory. Contractor may be contacted by representatives from the Ft. Lauderdale Police Department as well as the city's Fleet Services (or its designee).

In the event a vehicle is held for evidence, Contractor shall store the vehicle at his principal compound at no charge and deliver that vehicle at no charge from his principal compound to Fort Lauderdale Police Headquarters or other City designated location, within City limits.

<b>Vehicle Tow by Class "C" Towing/Recovery Vehicle:</b> To include all Vehicle Tow by Class 'C' Towing/Recovery Vehicle: To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination Within City limits with the exception of complications, (see below). To include first ½ hour at scene.	\$100.00 Per call
Extra Time At Scene: For time after initial ½ hour.	\$25.00 For each add. 15 minutes.
Complications: When the vehicle is overturned, stuck in sand, For each 15 mud, or in the water, requiring more than a single hook-up, and additional Contractor staff or equipment is required. To have prior authorization from Police Officer at the scene	\$40.00 For each 15 minutes additional staff / equipment is at the scene.
Outside Storage: After the first 6 hours	\$25.00 per day or part.
Towing outside of City limits, but within Broward County. To a location other than Contractor's compound(s) and only at the Request of the vehicle owner.	\$8.00 Per mile from City limits
<b>Vehicle Tow by Class "D" Towing/Recovery Vehicle:</b> To include all Vehicle Tow by Class 'C' Towing/Recovery Vehicle: To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination Within City limits with the exception of complications, (see below). To include first ½ hour at scene.	\$120.00 Per Call
Extra time at scene after first ½ hour	\$25.00 per additional 15 minutes
Complications requiring additional staff or equipment. (See Class A description)	\$40.00 per additional 15 minutes staff / equipment is at the scene
Outside storage	\$25.00 per day or part
Towing outside City limits / per mile / other than to contracted lot	\$8.00 per mile

**07. CITY VEHICLES (Cont.)**

In the case of confiscated vehicles returned to owners, the Police Forfeiture Division will, after release of the vehicles to owners, make payment on a monthly basis to the Contractor, at the rates for private vehicles contained in this contract.

When a vehicle held for evidence is released by the Police Department, but is still located at Police Headquarters, the person claiming the vehicle shall first make payment to the Contractor and then present to the Police a copy of the paid invoice to take possession of the vehicle – unless the person is a crime victim (Crime victims are exempt from charges – see item #38).

**08. SPECIAL SERVICES**

If additional duties, similar to those contained in Part IV Technical Specifications of this RFP, but not specified in that part, are required by the City, and the Contractor is able to provide those special services, those services may be requested under this contract by authorized City staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of City equipment from mud.

In such instances, the City will depend upon the Contractor's experience in such matters and authorize the Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible estimated costs for such special services should be provided to the City prior to engaging in work and all costs shall be subject to negotiation. In any such instances, the City reserves the right, time and circumstances permitting, to seek the special services elsewhere in accordance with the City procurement ordinances.

**09. ADDITIONAL CONTRACTOR RESPONSIBILITY**

Any related costs to towing, recovery, storage, or administrations that are not specifically stated in these specifications will be the sole responsibility of the contractor. The Contractor can only charge vehicle owners or operators the rates listed in this contract and under the terms and conditions contained in this contract.

**10. POSTING AND PROVIDING APPROVED TOWING RATES**

Contractor shall prominently post near the cashiers location, at his Principal Compound or any compound where pickup of vehicles occurs, a list of all towing and storage rates approved in this contract. A rate card containing these rates shall also be available for owners review in each towing vehicle.

**11. INVOICES**

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include, but not be limited to the following:

- A. Date of service call.
- B. Service call number assigned by FLPD.
- C. Location where tow originated and destination.
- D. Vehicle VIN number.
- E. Vehicle make and model.
- F. Vehicle license number
- G. Drivers name and I.D. number.
- H. Reason for the tow such as: accident, parking, road blockage, City Vehicle, confiscated, abandoned/derelict, etc.
- I. Breakdown of all towing, recovery, or storage charges.

**11. INVOICES (Cont.)**

On the back of the page of the invoice that is provided as a receipt when the owner pays for and picks up his vehicle will be legibly printed or stamped the following information:

- A. A policy statement concerning rates, policies, and procedures provided by the City.
- B. A list of all approved rates.
- C. City telephone numbers for questions or complaints regarding the contract. (The type size and content of this information is subject to City approval.)

**12. STATE SALES TAXES**

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable state sales taxes in accordance with the latest regulations and revisions to State Statutes.

**13. CONTRACTOR FILES/AUDIT**

Contractor shall maintain at his Principal Compound, or central offices located within seven (7) miles of City limits, files that include, but are not limited to, the following:

- A. A vehicle Storage Receipt for each vehicle impounded under the contract.
- B. A copy of all paid invoices.
- C. A log of calls for service to include City approved verification system for extra time on scene charges.
- D. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
- E. A log containing all vehicles that have remained unclaimed for thirty (30) days or more.

Contractor agrees to maintain all files directly related to the contract and to make those files available for City inspection. See Section 5.12 of General Conditions.

**14. REPORTS**

Contractor shall submit to the Police Department, with a copy to the Purchasing Division, by the 15<sup>th</sup> of each month for the previous month the following reports. Reports should be electronic in nature. A Microsoft Excel spreadsheet that can be sent via e-mail is preferred. Forms may be determined by the Contractor, but are subject to the approval of the City.

A. Towing Activity Report, to include for each and every tow:

- 1. Date of tow.
- 2. Service call number assigned by FLPD.
- 3. Type of tow such as accident, parking, abandoned, City vehicle, etc.
- 4. Total cost / generated income of tow.
- 5. License plate number

B. Vehicle Release Report, to include:

- 1. All information contained in the Towing Activity Report.
- 2. Date vehicle released or disposed of.
- 3. Method of disposition such as: release to owner, release to City, auction.
- 4. A complete breakdown of all towing charges with a total including sales taxes.

**15. NOTIFICATION OF LOCATION OF VEHICLE**

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713 as may be amended or other State, County or Local Laws or Ordinances as required. The Contractor agrees to maintain a log at the place of business

listing date, time and method of notification.

**16. CONTRACTOR PERSONNEL**

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to man the office facilities as required performing as specified. Contractor shall maintain a State of Florida Department of Motor Vehicles Report on each driver, to be updated annually. Each driver shall have a current chauffeur's license issued by the State of Florida. Each driver should have at least one (1) year in towing and recovery work or professional training by International Recovery Associates, Kinman Wreckers, or other comparable training. The Contractor shall insure that drivers and staff shall be neat, clean, uniformed, courteous, and competent in operating skills and all procedures. All Contractor personnel dealing with the public under this contract shall be identified by name through the use of a name tag or embroidered name on his or her uniform. All drivers shall have a detailed knowledge of the layout of the City of Fort Lauderdale streets.

Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

**17. REQUIRED EQUIPMENT**

If awarded a contract, the Contractor is to provide the minimum number of wreckers per zone in each classification listed below in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway patrol Wrecker Qualifications and Allocation System, other than as specified in this section. If additional wreckers in any or all classes are required to handle the volume of tows requested under this contract, the Contractor is to provide them at no cost to the City. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The City will be given preference on any call for service.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle.

Contractor shall have full control and total availability of all equipment listed in his/her contract inventory.

Equipment must Include (Per zone):

**A. Class "A" Towing/Recovery Vehicle Specifications**

Quantity: 6 including flatbed car carriers

1. A truck chassis with a manufacturer rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured crane and winch having a manufacturer rating of at least 4+ tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.
2. A minimum of one hundred feet of 3/8 inch cable.
3. Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
4. Dual rear tires.
5. Vehicles that are equipped with wheel lifts or equivalent may also qualify as class "A" tow trucks so long as all other applicable requirements are met.

**A. Class "A" Towing/Recovery Vehicle Specifications (Cont.)**

6. In addition, Contractors should have sufficient rollback or slide back car carriers with specifications and equipment as follows:
  - \*A minimum of a one-ton truck with a sixteen foot bed, dual wheels and one winch with an 8,000 pound capacity.
  - \*A minimum of 50 feet of 3/8 inch cable.
  - \*A brake lock device.
  - \*A minimum of two safety tie down chains twenty feet in length.
  - \*Tow spot (flood) lights mounted on the rear.

**B. Class "C" Towing/Recovery Vehicle Specifications**

Quantity: 1

1. A truck chassis with a manufacture rated capacity of at least 30,000 pounds gross vehicle weight for single axle trucks and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete twin winch, commercially manufactured crane and a winch having a manufacturer rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of two hundred- (200) feet of at least 5/8 inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure.  
Air brake system to supply air to disabled vehicles.
4. A cradle or tow plate or tow sling to pick up vehicle. The cradle or tow plate or tow sling is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.
5. Dual rear wheels.

- C. Special Equipment:** Equipment such as a Lowboy, air cushions, or major street clean up equipment does not have to be part of the Contractor's inventory. However, Contractor must demonstrate, to the satisfaction of the City, that such equipment is immediately available to him when the need for this infrequently used equipment occurs.

**Lowboy Specifications:**

1. Hydraulic, roll back, flatbed, tilt, self loading with 50,000 minimum capacity. 60,000 pounds GVW.
2. Hydraulic winch capacity of 10,000 pounds minimum. Size: 48 feet long and 102" wide.

**18. MISCELLANEOUS REQUIREMENTS**

1. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by the Florida Statutes.
2. There shall be a rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
3. Dollies for all vehicles except for class "C" and roll back carriers.
4. At least one heavy duty push broom with a minimum width of 24 inches on each vehicle.
5. Flood light on the hoist.
6. Minimum of one square shovel per each vehicle.

**18. MISCELLANEOUS REQUIREMENTS(Cont.)**

7. Minimum of one axe per each vehicle.
8. One crowbar or prybar with a minimum length of 30 inches per vehicle.
9. A minimum of one 5 pound CO<sub>2</sub>, or dry chemical fire extinguisher or equal. The extinguisher must be of an approved type and have attached a current inspection tag. The extinguisher must be mounted so as to be readily accessible on every vehicle.
10. One pair of bolt cutters with a minimum ½ inch opening per vehicle.
11. One set of jumper cables per vehicle.
12. One four way lug wrench per vehicle.
13. One flashlight per vehicle.
14. Five 30 minute fuses per vehicle.
15. One snatch block for each winch, manufacturers rating to match winch, except For rollback carrier.
16. External air hookup and. hoses for class "C" trucks.
17. Extra towing chain six to eight feet in length with hooks per vehicle.
18. At least six safety cones or triangle reflectors per vehicle.
19. Fifty pounds of sand or suitable equivalent per vehicle.
20. Motorcycle trailer.

**NOTE: Contractor must have access to a certified scale capable of weighting vehicles involved in serious or fatal accidents at the request of the investigator.**

**19. REQUIRED FACILITIES**

The Contractor will maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations on a 24 hour, 7 day a week basis. The facilities must be of a sufficient size and capability to accommodate all wrecked, abandoned and otherwise towed vehicles during the term of this agreement until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The terms storage facility and compound are interchangeable in meaning. The Contractor must maintain a Principal Compound of not less than 100 vehicle capacity (meeting all required specifications outlined herein) within seven (7) miles of Fort Lauderdale City limits. The Principal Compound shall be open and manned for vehicle receipt or release seven (7) days per week and twenty four (24) hours per day. Unless picked up by the owner, vehicles towed and/or stored at the direction of the City will be held at this location for a minimum of four (4) days or until released by the Police Department to permit Police personnel convenient access to such vehicles. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only. The Contractor shall have available space for properly accommodating and protecting all motor vehicles entrusted to his/her care. All property used for storage of vehicles shall be completely enclosed by a 6 foot high fence topped with barbed wire or a painted 6-foot high louvered concrete wall topped with barbed wire. The fence or wall must be of adequate size to discourage theft of any vehicle or any property being stored inside. At City of Ft. Lauderdale direction, certain vehicles may be stored inside because of style and/or body type. The equipment and facilities described below are to be located at the Principal Compound that is to service this RFP and subsequent agreement:



a. Inside Storage:

1. Paved floor, i.e. concrete or asphalt, free of dirt, standing water and vegetation.
2. Working area of 9' x 20' per vehicle with at least an 8' ceiling.
3. Electrical lighting source sufficient to permit processing of vehicle.
4. One (1) outside window or ventilation system.
5. Hydraulic lift to permit inspection of underside of vehicle.
6. May not be located on the physical plant (grounds) of another business, i.e., inside storage must be located inside the physical plant of the Contractor's business.
7. Contains a minimum of ten (10) inside storage spaces per zone.
8. Minimum of one outside window or ventilation system.

b. Outside Storage:

1. To be kept and maintained to include: the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds), adequate drainage to prevent standing water after rainstorm.
2. Must contain a minimum of one hundred (100) spaces (per zone) and housed so that a person may reasonably walk around each vehicle or trailer in an unobstructed manner.
3. Must be protected with an alarm system, guard dog, or approved equal and enclosed with a solid wall or a substantial wire fence no less than six (6) feet in height.
4. The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.
5. Contractor must provide outside storage, at outside storage rates, unless he/she receives written instruction from the city or vehicle
6. Owner to provide inside storage for that vehicle. Owner is to be notified what the rates are for inside and outside storage.

c. Office Facilities:

1. To include telephone and rest room facilities and workspace such as a desk, phone, etc.
2. The office must be ADA accessible, in accordance with Federal ADA guidelines and laws.
3. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.
4. To be separate from any other business or enterprise.
5. There must be: twenty-four (24) hour telecommunications system that is manned seven (7) days per week.

c. Office Facilities (Cont.):

6. The Contractor shall maintain at their principal compound, or central office located in Broward County, files which include, but are not limited to:
  - a. A vehicle Storage Receipt for each vehicle impounded under the contract.
  - b. A copy of all paid invoices.
  - c. A log of calls for service.
  - d. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
  - e. A log containing all vehicles, which have remained unclaimed for thirty days or more.

Contractor agrees to maintain all files directly related to the contract and to make those files available for City of Fort Lauderdale Inspection.

d. Crime Scene Storage

1. A storage facility for vehicles which have been marked "HOLD" by the Fort Lauderdale Police Department relative to a crime scene investigation, shall be stored at the Contractor's principal Compound.
2. Any vehicle towed and stored as a result of the marked "HOLD" relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.
3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent, or by storage in a covered facility.
4. If laboratory work on a crime scene vehicle must be processed at the City of Fort Lauderdale Police Headquarters, the crime scene vehicle shall be transported at no charge to the City.

**Subsidiary Compounds**

All Subsidiary Compounds must be located within Broward County under the following conditions:

- A. After vehicle is moved from the Principal Compound, the Contractor, at the request of the vehicle's owner or the Police Department, shall promptly return the vehicle to the Principal Compound for release to the owner or inspection by the Police Department at the Contractor's sole cost and expense. In the case of an owner's request the Contractor has the option of transporting the owner to the location of the vehicle at the Contractor's sole cost and expense.
- B. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to the Principal Compound or to or from a subsidiary compound. The uses of subsidiary compounds are for the convenience of the Contractor.
- C. Any changes to compound location must have prior written

approval by authorized City staff.

### **Subsidiary Compounds (Cont.)**

All Contractor storage facilities shall be subject to inspection and must be approved by the City prior to the award of a contract. Storage facilities shall also be subjected to periodical inspection when deemed necessary by the Police Department, or other authorized City personnel, during the life of this contract. Any discrepancies, in the sole opinion of the City, shall be submitted in writing to the Contractor and ten (10) days shall be allowed for the Contractor to correct the discrepancies, to the satisfaction of the City.

## **20. COMMUNICATIONS**

The Contractor shall have the capability to provide a direct ring down line to the Police Communication Center for easy access to the towing company.

All towing vehicles must be equipped with a two-way radio communication system capable of covering all assigned territory and to the Contractor's Principal Compound. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police service within the city limits. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is required, at all times, to have the communication system manned by competent employees.

### **PRIMARY CONCERNS:**

## **21. ETHICS AND CONDUCT**

The Contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:

- A. Expedite release of the vehicle in accordance with the terms of this contract.
- B. Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- C. Allow the owner to remove the auto tag and any unattached personal possessions.
- D. Explain fully and politely the reason for the tow and all charges levied.
- E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the City no later than the next business day.

## **22. NON EXCLUSIVE SERVICES**

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting that his vehicle be towed to a garage location, or compound of his choice and not that of the Contractor, unless the disabled vehicle is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

## **23. BENEFITS FROM REPAIRS**

The Contractor shall not solicit to provide automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business directly, or indirectly for any vehicle towed pursuant to this agreement without prior written City approval. If the Contractor has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses he shall so state in his proposal, and list the specifics. If during the term of the contract, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall immediately notify the City in writing. Failure to do so could result in termination for cause.

**24. RESPONSE TIME**

The Contractor is to respond (arrive at the scene) within twenty (20) minutes of notice at any time of the day or night with appropriate equipment at the request of the Fort Lauderdale Police Department, or in the case of City vehicles, by an authorized City employee. The Contractor assumes all liability in meeting the twenty- (20) minutes response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

The following penalties shall apply to the contractor(s) for failure to respond within the twenty (20) minute time frame during each contract year:

- A. Third Offense: A certified letter of warning.
- B. Fourth Offense: \$250.00 fine.
- C. Fifth Offense: \$350.00 fine or suspension, at the City's option.
- D. Any further Offense: \$500.00 fine, suspension, or termination, at the City's option.

All fines shall be deducted from the monthly payment of confiscated vehicles returned to owners ( see par. 07)

If the Contractor can show extenuating circumstances beyond his control, he may appeal a fine or suspension in accordance with the *Complaints and Disputes* section of these specifications.

The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from a Fort Lauderdale Police Department Officer or other authorized City staff member. In the case of abandoned or derelict vehicles where a Police Officer is not waiting at or on his way to the scene, and the Contractor is so notified, response time shall be within twenty-four (24) hours of notice.

**25. PROTECTION OF VEHICLES AND PROPERTY**

The Contractor's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative or agent, complete a Vehicle Storage Receipt (Tow Slip) jointly with a Police Officer or owner or possessor of the vehicle, for each vehicle he is directed to tow. Such Tow Slip shall be provided by the Police Department, and shall be signed by all parties completing the receipt. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle; and one copy will be retained by the Police Department.

The Vehicle Storage Receipt shall contain the following information:

- A. Make of vehicle and type.
- B. License number and VIN number.
- C. A list of all personal property contained in the vehicle to be towed.
- D. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- E. Any extra waiting time or complications charges authorized by officer at the scene.

**25. PROTECTION OF VEHICLES AND PROPERTY (Cont.)**

In the event an officer is not at the scene the report shall be signed by the Contractor and immediately delivered to the Police Department. No vehicle can be removed from the scene until the Vehicle Storage Receipt has been completed and signed.

The Contractor shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property in any vehicle towed under the authority of this contract. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle or all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor. Personal property contained in vehicle(s) which are removed and stored by the Contractor shall NOT be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

**26. RELEASES**

The Contractor shall directly release any vehicle that has not been marked "HOLD" providing the proper proof of identification and ownership is presented. Any vehicle towed in which is marked "HOLD" cannot be released without written authority from the Fort Lauderdale Police Department. The Contractor shall release any vehicle towed in at the request of the Police Department only to the person whose name appears on the title or registration certificate as the registered owner or the vehicle or to the authorized agent of such person. In the event the Contractor is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will sign the Contractor's copy of the inventory receipt.

Vehicle seized for forfeiture or held for a crime scene investigation ("Hold") pursuant to the Fort Lauderdale Police Department, shall be stored at such compound for whatever period of time necessary in order to properly process the vehicle and any investigation involved at no charge to the city.

In the event the owner, or rightful possessor of the vehicle returns to the scene after hook-up is completed, but before the vehicle is towed from the scene, the contractor shall release the vehicle upon receipt of 50% of the current towing rate due, if the vehicle is not obstructing the right-of-way and the officer on the scene approves.

**27. OWNER NOTIFICATION**

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713. The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

**28. RELEASE OF INFORMATION**

Contractor shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to firms such as body, repair and paint shops unless so authorized by the vehicle owners.

**29. CLEANUP**

The Contractor, after arrival at the scene of an accident in which a tow is required by his firm, will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident. The cost of such normal accident cleanup shall be included in the basic towing rate and no separate charge made to the City or vehicle owner. In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional Contractor staff or equipment the cost of such staff or equipment shall be charged to the vehicle owner as complications. If the request to tow the vehicle is cancelled, the Contractor will still be required to remove any broken glass or debris from the street/roadway as well as other cleanup as required and may charge the city the \$40 clean-up fee.

**30. ABANDONED AND DERELICT VEHICLES**

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for in accordance with Florida Statutes have been adhered to. Records must be maintained which state towing, storage and salvage compensation for City audit purposes.

**31. VEHICLE DISPOSAL**

Unless a hold has been placed upon the vehicle, disposal of vehicles will be in accordance with current Florida State Statutes.

Should Contractor, as a result of this agreement, have in his possession any vehicle or personal property for a period in excess of thirty five (35) days, and should the Contractor be ordered to relinquish such vehicle or personal property to the Fort Lauderdale Police Department, the Contractor agrees to immediately do so if so notified prior to the thirty five (35) day limit. The Police Department agrees to pay the Contractor the towing, recovery, and storage charges due in accordance with this contract, which they in turn would collect from the owner or person lawfully in possession of the vehicle or personal property that has been towed, recovered, or stored.

**32. CITY RIGHT TO REMOVE ABANDONED AND DERELICT VEHICLES**

The City reserves the right to remove the towing of abandoned and derelict vehicles from this contract, at its sole option. Contractor agrees to continue to provide all other required services under the same contract terms and conditions.

**33. SERVICE CALL CANCELLATION**

The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

**34. HIGH ACTIVITY AREAS - SPECIAL PROCEDURES**

When high activity areas such as the beach on weekends or during the height of the tourist season account for a significant number of tows from a particular area, and the City in its sole opinion, determines that it would be advantageous to the City, vehicle owners, and the Contractor, such special procedures shall be initiated by the City and followed by the Contractor.

Such Special Procedures to include, but not be limited to:

- A. The City shall designate a City parking lot as a temporary depository of towed vehicles (Temporary Compound).
- B. Contractor shall keep adequate staff and equipment at the Temporary compound to handle the towing requirements in the area, receive payment from owners, and release vehicles during the days and hours specified by the City.

**34. HIGH ACTIVITY AREAS - SPECIAL PROCEDURES (Cont.)**

- C. Unless otherwise specified by the City, all vehicles towed in the area, during the time the Temporary Compound is manned, will be towed to the Temporary Compound.
- D. The City will charge the Contractor the current parking fee for each vehicle towed onto the Temporary Compound. There will be no charge for Contractors towing equipment.
- E. Contractor may in turn charge the vehicle owner the same parking fee in addition to the approved towing charges.
- F. In the event the vehicle is not picked up by the owner prior to the approved time for the closing of the Temporary Compound, Contractor shall tow the vehicle to his Principal Compound. No second towing charge or mileage charge can be levied by the Contractor for this service.

Establishment of high activity areas, temporary compounds, required equipment and staff, and days and hours of operation shall not be arbitrarily determined by the City. They should be based upon a legitimate anticipation of need and are intended to provide towing service in the area with the least effort, cost and most convenience to the City, vehicle owner, and Contractor. Designation of high activity areas and use of such special procedures are subject to periodic review and revision as needs change.

**35. TOW TRUCK MARKINGS**

The Contractor agrees to have no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the Fort Lauderdale Police Department, Broward County, or any police agency.

The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by section 713.78 (6), F.S. and current Broward County Ordinances.

**36. RESPONSIBILITY FOR PAYMENT**

The City of Fort Lauderdale will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this contract unless such service charge is applicable to City owned, confiscated, or leased vehicles or equipment, street clean up without a tow, or City authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

**37. MILEAGE CHARGES TO COMPOUND**

No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to the Principal Compound or to or from a subsidiary compound. The use of subsidiary compounds are for the convenience of the Contractor.

Any changes to compound location must have prior written approval by authorized City staff.

**38. CRIME VICTIMS EXEMPTION**

If the towed vehicle is determined to be a crime scene and is being held for processing, no towing or storage charges shall be charged to the vehicle's owner.

**39. COMPLAINTS AND DISPUTES**

All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor will be referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause. See Section 5.09 of General

## Conditions.

**40. INSPECTIONS**

All Contractor storage facilities shall be subject to inspection and must be approved by the City prior to the award of a contract. Storage facilities shall also be subjected to periodical inspection when deemed necessary by the Police Department, or other authorized City personnel, during the life of this contract. Any discrepancies, in the sole opinion of the City, shall be submitted in writing to the Contractor and ten (10) days shall be allowed for the Contractor to correct the discrepancies, to the satisfaction of the City.

**41. ANNUAL PERFORMANCE REVIEW**

The City will conduct an annual performance review of the Contractor. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of vehicles and owners possessions, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel. Such a review will be conducted ninety (90) days prior to the contract anniversary date and Contractor will be provided a written copy of the review. Within thirty (30) days of the sending of the review, Contractor may respond to the review in writing and the parties shall meet to discuss the review and other pertinent subjects. A final report that will consist of the review, Contractors written response, and a summary of the annual review meeting will be prepared by City staff with a copy sent to the City Manager and Contractor.

Contractor performance on annual reviews will be an important consideration in determination of an extension term and it's length.

**42. FLORIDA STATUTE TOWING/STORAGE GUIDELINES**

Contractor will be required to follow the guidelines set forth in Florida State Statute 713.78 as it may be amended from time to time regarding liens for towing and storage.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials, services and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.